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Title: **Chicago Area Refuse Haulers Association and Excavating, Grading, Asphalt, Private Scavengers, Automobile Salesroom Garage Attendants, Linen and Laundry Union, International Brotherhood of Teamsters (IBT) Local 731 (2003)**

K#: **6082**

Employer Name: **Chicago Area Refuse Haulers Association**

Location: **IL**

Union: **Excavating, Grading, Asphalt, Private Scavengers, Automobile Salesroom Garage Attendants, Linen and Laundry Union, International Brotherhood of Teamsters (IBT)**

Local: **731**

SIC: **4953**

NAICS: **562219**

Sector: **P**

Number of Workers: **2500**

Effective Date: **10/01/03**

Expiration Date: **09/30/08**

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PRIVATE SCAVENGERS AGREEMENT

THIS AGREEMENT is made effective the 1st day of October, 2003 by and between The Chicago Area Refuse Haulers Association and EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS, AUTOMOBILE SALESROOM GARAGE ATTENDANTS, LINEN AND LAUNDRY LOCAL UNION NO. 731, affiliated with the International Brotherhood of Teamsters.

ARTICLE I - PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes or lockouts.

SECTION 2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement.

ARTICLE II - DEFINITIONS

SECTION 1. That whenever the word "EMPLOYER" is used herein, it shall mean the Chicago Area Refuse Haulers Association, for and on behalf of its employer members, and any other employers who become signatory to this Agreement.

SECTION 2. That whenever the word "UNION" is used herein, it shall mean the EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS AND AUTOMOBILE SALESROOM GARAGE ATTENDANTS, LINEN AND LAUNDRY UNION LOCAL NO. 731, I.B. of T., and all its members, individually and collectively bound hereunder affected by this Agreement.

SECTION 3. That whenever the word "EMPLOYEE" or "EMPLOYEES" is used herein, it shall mean the Employee or Employees in the classification of work covered by this Agreement.

ARTICLE III - RECOGNITION

SECTION 1. The EMPLOYER recognizes the UNION as the sole and exclusive representative for all regular Employees occupying classifications covered by this Agreement, which includes the Transfer Trailer Addendum and all other addendums.

SECTION 2. The EMPLOYER shall not sell or lease its business or any of its equipment or facilities without first informing the purchaser or lessee of the premises of the Agreement, and shall make such sale or lease conditional upon such purchaser or lessee assuming all of the economic obligations of this Agreement and all outstanding grievances pending against the Employer, with the understanding that upon the expiration hereof, then an Agreement will be negotiated with such purchaser or lessee by the UNION.

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The EMPLOYER shall not change the housing or location of its equipment, nor make any lease or assignment in order to obtain different wages, or working conditions than those prevailing in this Agreement. The object of this provision is not to restrain the EMPLOYER from transferring or changing its housing location or equipment, but does make it compulsory for the EMPLOYER to observe the terms and conditions of this Agreement.

ARTICLE IV - UNION SECURITY AND CHECK OFF

SECTION 1. Union Security. All present Employees who are members of the UNION on the effective date of this subsection or on the date of execution of the Agreement, whichever is the later, shall remain members of the UNION in good standing to the maximum extent permitted by law as a condition of employment. All present Employees who are not members of the UNION and all Employees who are hired hereafter, shall become and remain members in good standing to the maximum extent permitted by law as a condition of employment on or after the 31st day following the beginning of their employment, or on or after the 31st day following the effective date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The failure of any person to become a member of the UNION to the maximum extent permitted by law at the required time shall obligate the EMPLOYER, upon written notice from the UNION to such effect, and to the further effect that UNION membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his UNION membership in good standing as required herein shall, upon written notice to the EMPLOYER by the UNION to such effect, obligate the EMPLOYER to discharge such person.

SECTION 2. Check-off. (a) Upon receipt of a written authorization from the Employee, the EMPLOYER agrees to deduct initiation fees and reinitiation fees and monthly UNION dues from the pay of each such Employee in the amount and manner prescribed by the UNION in accordance with its Constitution and By-Laws, and shall remit same to the UNION with seven (7) days from its collection.

(b) Notwithstanding any other provisions of this Agreement to the contrary, if the EMPLOYER fails or refuses to remit to the UNION the Union dues, initiation fees, and reinitiation fees, which the EMPLOYER has been authorized to deduct within ten (10) days after a Notice of Delinquency is mailed via certified mail to the EMPLOYER by the UNION, then, in such event, the UNION, without the necessity of giving any other or further notice, shall have the right to strike or take such actions as it shall deem necessary or appropriate during the period that any delinquency shall continue.

SECTION 3. The UNION agrees to indemnify the EMPLOYER and hold it harmless against any and all suits, claims, demands, and other liability for damages, penalties, or back pay that may arise out of, or resulting from the application of the provisions of this Article.

ARTICLE V - WORKWEEK

SECTION 1. There shall be two workweeks: one of forty (40) hours at straight-time, Monday through Friday inclusive; and the other of forty (40) hours at straight-time, Tuesday through Saturday inclusive. The workday in each of the above two workweeks shall consist of eight (8) hours of work.

SECTION 2. The EMPLOYER shall offer the above two workweeks to the Employees in the work category to which they are regularly assigned, according to seniority. If the Employees do not accept in sufficient numbers, the EMPLOYER will assign Employees within the work category, with the least seniority to the regular schedule workweek where they are needed.

SECTION 3. SHALL APPLY TO RESIDENTIAL ROUTES ONLY

Residential Drivers may be assigned in order of their seniority to a non-consecutive four (4) day workweek. The Employee shall be guaranteed daily ten (10) hours and weekly forty (40) hours at the regular straight-time hourly rate based on a four (4) day workweek.

Time and one-half for such Employees shall be paid for all hours worked in excess of ten (10) hours per day or over forty (40) hours per week.

Residential Drivers assigned to this workweek schedule shall be compensated ten (10) hours of straight-time pay for holidays and personal days.

SECTION 4. SHALL APPLY TO COMMERCIAL ROUTES ONLY

On a voluntary basis, and through selection in accordance with seniority, commercial drivers may work four (4) day workweeks, which workweeks shall be limited to the following: a) Monday through Thursday; b) Tuesday through Friday; and c) Monday, Tuesday, Thursday, Friday. These employees shall be guaranteed daily ten (10) hours and weekly forty (40) hours at the regular straight-time hourly rate based on a four (4) day workweek.

Commercial drivers that select 4/10 workweeks shall not be required to work on the fifth, sixth and seventh days of their workweeks, and shall be guaranteed no less than five (5) hours work when volunteering to work on the fifth, sixth or seventh day.

Commercial drivers working 4/10 workweeks may transfer back to standard workweeks when permanent openings are available.

SECTION 5. The EMPLOYER shall offer shift-work to Employees in the work category to which they are regularly assigned, according to seniority. If the Employees do not accept in sufficient numbers, the EMPLOYER will assign Employees within the work category with the least seniority to the work shift where they are needed.

ARTICLE VI - GUARANTEES

SECTION 1. Regular employees shall be guaranteed daily eight (8) hours and weekly forty (40) hours at their regular straight-time hourly rate on a five (5) day workweek, Monday through Friday, if they work such a workweek, or on a five (5) day workweek, Tuesday through Saturday, if they work such a workweek, and shall receive a daily and weekly minimum guaranteed wage calculated for the work according to the classifications in Article VII - Wages, except as herein otherwise provided in Article VIII - Overtime, Section 1.

Up to ten percent (10%) of the least senior Employees at each EMPLOYER location, with a minimum of one (1) and a maximum of five (5) Employees, will be exempt from the workweek guarantees provided for herein.

SECTION 2. Where work is not available for reasons beyond the control of the EMPLOYER, i.e., Acts of God such as fire, flood or snowstorm, the forty (40) hour guarantees shall not apply. If the Employee has not been notified not to report to work for one of the aforesaid emergency situations, and he does, in fact, report to work, he shall receive two (2) hours of reporting pay at his straight-time hourly rate.

ARTICLE VII - WAGES

There shall be an increase in wages and/or fringe benefits (Health/Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the respective Local Union Executive Board thirty (30) days prior to the effective date of the increase.

	<u>TOTAL</u>	<u>WAGES</u>	<u>BENEFITS</u>
EFFECTIVE OCTOBER 1, 2003	\$1.65	\$1.00	\$.65
EFFECTIVE OCTOBER 1, 2004	\$1.15	\$.50	\$.65
EFFECTIVE APRIL 1, 2005	\$.40	\$.40	- 0 -
EFFECTIVE OCTOBER 1, 2005	\$1.15	\$.50	\$.65
EFFECTIVE APRIL 1, 2006	\$.40	\$.40	- 0 -
EFFECTIVE OCTOBER 1, 2006	\$1.15	\$.50	\$.65
EFFECTIVE APRIL 1, 2007	\$.40	\$.40	- 0 -
EFFECTIVE OCTOBER 1, 2007	\$1.15	\$.50	\$.65
EFFECTIVE APRIL 1, 2008	\$.50	\$.50	- 0 -

If the cost to maintain the Health/Welfare and Pension Plan exceeds the contribution amount allocated for benefits, the respective Local Union's Executive Board shall be required to send a written notice of a special meeting, so a determination can be made by the membership if the additional cost to maintain the current level of said funds shall be deducted from wages, or if current level of benefits shall be modified or reduced. Additionally, if no monies are needed for benefits, the allocated benefit amounts may be redistributed to wages.

The minimum hourly rates for the following classifications shall apply:

EFFECTIVE OCTOBER 1, 2003

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$22.00	\$33.00	\$880.00
Semi	22.15	33.225	886.00
Chauffeurs Operating Rubber Tire Loaders	22.36	33.54	894.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Rolloff	18.24	27.36	729.60
Helper	11.65	17.475	466.00
Helper with CDL License*	13.65	20.475	546.00
Transfer Trailer Chauffeur	For Employees hired on or after October 1, 1998, as set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	22.00	33.00	880.00
Apprentice Mechanic	20.00	30.00	800.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	18.00	27.00	720.00

EFFECTIVE OCTOBER 1, 2004

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$22.50	\$33.75	\$900.00
Semi	22.65	33.975	906.00
Chauffeurs Operating Rubber Tire Loaders	22.86	34.29	914.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	18.74	28.11	749.60
Helper	12.15	18.225	486.00
Helper with CDL License*	14.15	21.225	566.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	22.50	33.75	900.00
Apprentice Mechanic	20.50	30.75	820.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	18.50	27.75	740.00

EFFECTIVE APRIL 1, 2005

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$22.90	\$34.35	\$916.00
Semi	23.05	34.575	922.00
Chauffeurs Operating Rubber Tire Loaders	23.26	34.89	930.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	19.14	28.71	765.60
Helper	12.55	18.825	502.00
Helper with CDL License*	14.55	21.825	582.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeyman Mechanic	22.90	34.35	916.00
Apprentice Mechanic	20.90	31.35	836.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	18.90	28.35	756.00

EFFECTIVE OCTOBER 1, 2005

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$23.40	\$35.10	\$936.00
Semi	23.55	35.325	942.00
Chauffeurs Operating Rubber Tire Loaders	23.76	35.64	950.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	19.64	29.46	785.60
Helper	13.05	19.575	522.00
Helper with CDL License*	15.05	22.575	602.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	23.40	35.10	936.00
Apprentice Mechanic	21.40	32.10	856.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	19.40	29.10	776.00

EEFFECTIVE APRIL 1, 2006

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$23.80	\$35.70	\$952.00
Semi	23.95	35.925	958.00
Chauffeurs Operating Rubber Tire Loaders	24.16	36.24	966.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	20.04	30.06	801.60
Helper	13.45	20.175	538.00
Helper with CDL License*	15.45	23.175	618.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	23.80	35.70	952.00
Apprentice Mechanic	21.80	32.70	872.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	19.80	29.70	792.00

EFFECTIVE OCTOBER 1, 2006

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$24.30	\$36.45	\$972.00
Semi	24.45	36.675	978.00
Chauffeurs Operating Rubber Tire Loaders	24.66	36.99	986.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	20.54	30.81	821.60
Helper	13.95	20.925	558.00
Helper with CDL License*	15.95	23.925	638.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	24.30	36.45	972.00
Apprentice Mechanic	22.30	33.45	892.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	20.30	30.45	812.00

EFFECTIVE APRIL 1, 2007

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$24.70	\$37.05	\$988.00
Semi	24.85	37.275	994.00
Chauffeurs Operating Rubber Tire Loaders	25.06	37.59	1002.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	20.94	31.41	837.60
Helper	14.35	21.525	574.00
Helper with CDL License*	16.35	24.525	654.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeymen Mechanic	24.70	37.05	988.00
Apprentice Mechanic	22.70	34.05	908.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	20.70	31.05	828.00

EFFECTIVE OCTOBER 1, 2007

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$25.20	\$37.80	\$1008.00
Semi	25.35	38.025	1014.00
Chauffeurs Operating Rubber Tire Loaders	25.56	38.34	1022.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	21.44	32.16	857.60
Helper	14.85	22.275	594.00
Helper with CDL License*	16.85	25.275	674.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeyman Mechanic	25.20	37.80	1008.00
Apprentice Mechanic	23.20	34.80	928.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	21.20	31.80	848.00

EFFECTIVE APRIL 1, 2008

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>WEEKLY GUARANTEE</u>
Chauffeurs	\$25.70	\$38.55	\$1028.00
Semi	25.85	38.775	1034.00
Chauffeurs Operating Rubber Tire Loaders	26.06	39.09	1042.40
Municipal Recycling Chauffeurs/Yard Waste/ Two Axle Roll off	21.94	32.91	877.60
Helper	15.35	23.025	614.00
Helper with CDL License*	17.35	26.025	694.00
Transfer Trailer Chauffeur	set forth in the Transfer Trailer Addendum		
Journeyman Mechanic	25.70	38.55	1028.00
Apprentice Mechanic	23.70	35.55	948.00
Preventive Maintenance Personnel (employees who Assist in maintenance operations	21.70	32.55	868.00

Any Employee making more than the minimum hourly rates, as stated above, shall suffer no reduction in wages and will continue to receive the negotiated wage increases.

*Once a Helper has attained a CDL license, said Employee shall be placed in the new hire progression as stated in Section 2(A) below, with hourly increases of seventy-five cents (\$.75) every six (6) months until top scale is attained.

SECTION 2 (a) If a new Employee is hired on or after October 1, 1998, he will be paid as follows:

STRAIGHT-TIME HOURLY RATE

Starting Rate	\$12.00
After 6 months	\$13.00
After 12 months	\$14.00
After 18 months	\$15.00
After 24 months	\$16.00
After 30 months	\$17.00
After 36 months, Current Negotiated Full Scale Wage Rate	

New Employees employed in classifications other than that of Helper or Transfer Trailer Chauffeur, and who are employed on or after October 1, 1998, will start at \$12.00 per hour, with increases of \$1.00 per hour each six (6) months, until the classification rate is reached.

(b) When a regular Employee requests a permanent assignment to a different work category, his Company Seniority shall be carried to that work category after he has completed 30 days of employment in said work category.

Said Employee shall receive 80% of the classification rate during the first 30 days of training in said different work category, after which he shall be paid the applicable classification rate.

(c) If a regular Employee is reassigned by the EMPLOYER to a Municipal Recycling Chauffeur, Yard Waste Chauffeur, or Two Axle Roll-Off Chauffeur classification, said Employee shall not suffer any reduction in wages and benefits as a result of said reassignment.

SECTION 3. Driver shall not be required to handle regular collection for EMPLOYER.

SECTION 4. Experienced Employees who transfer from one EMPLOYER to another covered by this Collective Bargaining Agreement shall be paid the regular rate from the first day of employment.

SECTION 5. The EMPLOYER may employ extra Employees as seasonal Employees during the period from April 1 to November 30, provided that the number of said seasonal help does not exceed 15% of the work force. However, the EMPLOYER will not be required to make Health/Welfare and Pension contributions for said Employees during the aforementioned period, provided the exemption from Pension payments is not in violation of the Employee Retirement Income Security Act. The EMPLOYER shall make retroactive payments for a period of thirty (30) days to the Health/Welfare and Pension Funds, and such Employee's seniority shall revert back to his original date of hire, for any seasonal Employee who:

1. Remains in the employ of the EMPLOYER after December 1 of any year or,
2. Worked for at least five (5) months the previous year and is rehired by the EMPLOYER the following calendar year.

Effective January 1, 2004, the Employer shall notify both the Employee and the Union of the Employee's seasonal status at the time of hire.

SECTION 6. Pay for a given week of work must be paid within one calendar week following the end of the said given workweek. Each Employee on payday shall be provided with an itemized statement of gross earnings and all deductions for any purpose.

SECTION 7. Apprentice Mechanics, upon completing twelve (12) month's employment with the Employer and obtaining seven (7) A.S.E. Certifications, shall thereupon be classified as Journeymen Mechanics.

All maintenance employees who currently possess valid commercial drivers licenses must maintain their valid licenses. Effective October 1, 2003, all employees hired as or promoted to Apprentice and Journeyman Mechanics must obtain a commercial drivers license within 180 days of hire or promotion.

ARTICLE VIII - OVERTIME

SECTION 1. One and one-half (1 1/2) times the regular hourly rate shall be paid to a regular Employee for all work performed in excess of forty (40) hours in any one workweek and eight (8) hours in any one regular workday (except as herein otherwise provided in Article V, Section 3), except that if such Employee at his own initiative takes off a regularly scheduled workday during his scheduled workweek, he shall lose the daily guarantee and daily overtime provisions for that week, and he shall be paid one and one-half (1 1/2) times the regular hourly rate for all work performed in excess of forty (40) hours a week. Such an Employee, in a holiday week when the holiday falls or is celebrated on a day within the scheduled five days of the workweek, shall be paid one and one-half (1 1/2) times the regular hourly rate for all work performed in excess of thirty-two (32) hours.

SECTION 2. (a) A regular Employee who works a Monday through Friday workweek, who is called or put to work on Saturday, shall be paid for actual hours worked, with a minimum of four (4) hours or the full equivalent in pay at one and one-half (1 1/2) times the straight time hourly rate, except if an Employee, at his own initiative, takes off a regularly scheduled workday during the scheduled workweek, Monday through Friday, in which event, if he is called or put to work on Saturday, he shall be guaranteed eight (8) continuous hours of work or the equivalent in pay at the straight-time hourly rate of pay.

(b) A regular Employee who works a Tuesday through Saturday workweek, who is called or put to work on Monday, shall be paid for actual hours worked, with a minimum of four (4) hours or the full equivalent in pay at one and one-half (1 1/2) times the straight time hourly rate, except if an Employee, at his own initiative, takes off a regularly scheduled workday during the scheduled workweek, Tuesday through Saturday, in which event, if he is called or put to work on Monday, he shall be guaranteed eight (8) continuous hours of work or the full equivalent in pay at the straight time hourly rate of pay.

SECTION 3. A regular Employee who is called or put to work on Sunday shall be paid for actual hours worked, with a minimum of four (4) hours or the full equivalent in pay at twice the straight time hourly pay.

SECTION 4. Employees will not be eligible for non-scheduled overtime or sign-up work if the typical time required to perform such extra work, or the assigned route, would cause the Employee to work more than sixty (60) hours within a seven consecutive day period.

The above four sections apply to all regular Employees. A regular Employee is one who has completed his probationary period pursuant to Article X, Section 2(b), except as provided in Article X, Section 5. All other Employees are extra Employees. Such extra Employees during this period shall be covered only by the wage provisions of this Agreement. The EMPLOYER agrees not to offer work to such extra Employees, until all regular Employees employed by the EMPLOYER have been offered employment that day.

ARTICLE IX - HEALTH, WELFARE AND PENSION

SECTION 1. Except as otherwise provided in Sections. 5 and 6 of this Article, the EMPLOYER shall pay to the LOCAL NO. 731 I.B. OF T. PRIVATE SCAVENGER HEALTH AND WELFARE FUND (hereinafter called "Scavenger Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Burr Ridge, IL 60527, effective October 1, 2003 the sum of \$154.40 for each week for each Employee employed by the EMPLOYER during the calendar week starting with the 60th day of employment, providing the Employee has been employed for sixty (60) days or more for the same EMPLOYER, except in the case of an experienced Employee who transfers from one EMPLOYER to another covered by this Collective Bargaining Agreement. The EMPLOYER shall make the stated weekly contributions to the said Health and Welfare Fund for said Employee employed by the EMPLOYER during the calendar week starting from the first day of employment, and except as provided in Article X, Section 5.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, Section 1, the EMPLOYER shall pay the weekly contribution provided for herein for each week in which said Employee performs service to the EMPLOYER for two (2) or more workdays in the workweek.

SECTION 2. The EMPLOYER shall pay to the LOCAL NO. 731, I.B. OF T. PRIVATE SCAVENGERS AND GARAGE ATTENDANTS PENSION FUND (hereinafter called "Pension Fund"), located at 1000 Burr Ridge Parkway, Burr Ridge, IL 60527, effective October 1, 2003 the sum of \$75.00 a week for each Employee employed by the EMPLOYER during the calendar week starting with the 60th day of employment, providing the Employee has been employed for sixty (60) days or more for the same EMPLOYER, and except as provided in Article X, Section 5.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, Section 1, the EMPLOYER shall pay the weekly contribution provided for herein for each week in which said Employee performs service of the EMPLOYER for three (3) or more workdays in the workweek.

SECTION 3. There shall be an increase in fringe benefit contributions to the Local No. 731 I.B. OF T. PRIVATE SCAVENGER HEALTH AND WELFARE FUND or the LOCAL NO. 731 I.B. OF T. PRIVATE SCAVENGER AND GARAGE ATTENDANTS PENSION FUND (Health & Welfare Funds and Pension Fund) according to the following schedule. Allocation of these amounts between fringe benefit funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of the increase.

EFFECTIVE OCTOBER 1, 2004..... \$.65 PER HOUR

EFFECTIVE OCTOBER 1, 2005..... \$.65 PER HOUR

EFFECTIVE OCTOBER 1, 2006..... \$.65 PER HOUR

EFFECTIVE OCTOBER 1, 2007..... \$.65 PER HOUR

Said EMPLOYER fringe benefit contributions will be increased per Employee, per hour based upon a forty hour workweek.

SECTION 4. In regard to Employees who are Municipal Recycling Chauffeurs, Transfer Trailer Chauffeurs, Two-Axle Roll-Off Chauffeurs and Helpers, except as otherwise provided, the EMPLOYER shall contribute to the LOCAL 731 I.B. OF T. PRIVATE SCAVENGERS AND GARAGE ATTENDANTS PENSION FUND for said Municipal Recycling Chauffeurs, Transfer Trailer Chauffeurs, Two-Axle Roll-Off Chauffeurs and Helpers, as participants of the Garage Attendants Pension Plan: effective October 1, 2003, the sum of \$19.00, effective August 1, 2005, the sum of \$20.00. Effective August 1, 2006, through and including September 30, 2008, the EMPLOYER agrees to pay to the Pension Funds the contribution rate that the Garage Attendant Employers and Local 731 negotiate for each week for each said Employee employed by the EMPLOYER.

Effective October 1, 2006, the Employer shall contribute on behalf of all Transfer Trailer Chauffeurs to the LOCAL 731 I.B. OF T. PRIVATE SCAVENGERS AND GARAGE ATTENDANTS PENSION FUND such weekly contributions that are set forth in Sections 2 and 3 above, in order that these employees shall thereupon participate in the Private Scavenger Pension.

Effective October 1, 2003, the Employer shall contribute on behalf of all Municipal Recycling Chauffeurs/Yard Waste employees who have completed thirty-six (36) months of employment to the LOCAL 731 I.B. OF T. PRIVATE SCAVENGERS AND GARAGE ATTENDANTS PENSION FUND the sum of seventy-five dollars (\$75.00) per week, plus the annual negotiated increases set forth in Section 3, in order that these Chauffeurs shall thereupon participate in the Private Scavenger Pension.

SECTION 5. The EMPLOYER, beginning thirty (30) days after an Employee is employed, shall, effective October 1, 2003, pay to the LOCAL NO. 731 I.B. OF T. GARAGE ATTENDANTS LINEN AND LAUNDRY HEALTH & WELFARE PLAN (hereinafter called "HEALTH AND WELFARE FUND"), the sum of one hundred seventeen dollars and fifteen cents (\$117.15) per week for each Employee employed as a Transfer Trailer Chauffeur during the calendar week.

If at any time during the first year of the existing labor agreement (October 6, 2003 to and including July 31, 2004) the total assets of the HEALTH AND WELFARE FUND falls below Five Million Dollars (\$5,000,000.00), the EMPLOYER shall be required to make an additional contribution of up to Ten and 00/100 Dollars (\$10.00) per week for each covered employee as necessary to maintain the existing benefits and the current \$5,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the HEALTH AND WELFARE FUND to the contributing EMPLOYER.

If at any time during the second year of the existing labor agreement (August 1, 2004 to and including July 31, 2005) the total assets of the HEALTH AND WELFARE FUND falls below Five and One Half Million Dollars (\$5,500,000.00), the EMPLOYER shall be required to make an additional contribution of up to Ten and 00/100 Dollars (\$10.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$5,500,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the HEALTH AND WELFARE FUND to the contributing EMPLOYER.

If at any time during the third year of the existing labor agreement (August 1, 2005 to and including July 31, 2006) the total assets of the HEALTH AND WELFARE FUND falls below Six Million Dollars (\$6,000,000.00), the EMPLOYER shall be required to make an additional contribution of up to Ten and 00/100 Dollars (\$10.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$6,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the HEALTH AND WELFARE FUND to the contributing EMPLOYER.

If at any time during the fourth year of the existing labor agreement (August 1, 2006 to and including July 31, 2007) the total assets of the HEALTH AND WELFARE FUND falls below Six Million Dollars (\$6,000,000.00), the EMPLOYER shall be required to make an additional contribution of up to Ten and 00/100 Dollars (\$10.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$6,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the HEALTH AND WELFARE FUND to the contributing EMPLOYER.

If at any time during the final year of the existing labor agreement (August 1, 2007 to and including September 30, 2008) the total assets of the HEALTH AND WELFARE FUND falls below Six Million Dollars (\$6,000,000.00), the EMPLOYER shall be required to make an additional contribution of up to Ten and 00/100 Dollars (\$10.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$6,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the HEALTH AND WELFARE FUND to the contributing EMPLOYER.

There shall be an increase in fringe benefit contributions to the LOCAL NO. 731 I.B. OF T. GARAGE ATTENDANTS LINEN AND LAUNDRY HEALTH AND WELFARE FUND according to the following schedule.

EFFECTIVE OCTOBER 1, 2004.....\$.40 PER HOUR

EFFECTIVE OCTOBER 1, 2005.....\$.40 PER HOUR

EFFECTIVE OCTOBER 1, 2006.....\$.40 PER HOUR

EFFECTIVE OCTOBER 1, 2007.....\$.40 PER HOUR

Said EMPLOYER fringe benefit contributions will be increased per employee, per hour, based upon a forty (40) hour workweek.

SECTION 6. Employees who, immediately before coming under this Agreement, were covered under agreements negotiated with the International Brotherhood of Teamsters Local No. 705 shall continue coverage under the pension plan in which they were participating prior to coming under this Agreement, and the EMPLOYER shall make contributions on behalf of such covered employees in such amounts as determined by the Trustees of the pension plan that are necessary to maintain the existing level of benefits. These employees shall further be covered under the Local No. 731 I.B. of T. Garage Attendant, Linen and Laundry Health and Welfare Plan, and the Employer shall make contributions to this fund as set forth in Section 5.

SECTION 7. The EMPLOYER shall also submit a Remittance Report in a form to be furnished by the Administrator of the Health and Welfare and Pension Funds, showing the name of each Employee employed during the period for which the report is made, irrespective of whether any contributions are made for such Employee, the date such Employee was hired, re-employed, laid-off, or terminated, the social security number of each new Employee, the period of time for which the report is made, the amount contributed on behalf of each Employee, and the reason no contributions have been made, if such be the case.

The remittance form and conditions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) of the month following the month for which contributions are due.

SECTION 8. In the event an Employee is unemployed because of a non-work related disability from sickness or accident, the EMPLOYER agrees to pay one (1) month's contribution for each six (6) month period of Employee's service for such period of the Employee's unemployment toward the Health/Welfare and Pension Fund for a period of not more than three (3) months.

In the event an Employee is unemployed because of a work related disability from sickness or accident, the EMPLOYER agrees to pay one (1) months contribution for each six (6) month period of Employee's service, for such period of the Employee's unemployment, toward the Health/Welfare and Pension Fund for a period of not more than six (6) months; and thereafter, the Employee may pay the contribution himself to the Health and Welfare Fund for a period of not more than twelve (12) months during the period he is unemployed because of a disability from said sickness or accident.

SECTION 9. Authorized representatives of the Health and Welfare Fund and the Pension Fund shall have access to the EMPLOYER'S establishment at all reasonable times for the purpose of inspecting and auditing payroll records, United States Social Security and withholding tax reports, Illinois income tax withholding reports, and United States and Illinois Unemployment Compensation reports, as may relate to non-payment or improper payment of Health and Welfare or Pension contributions. If an EMPLOYER fails to pay any contribution due in accordance with this paragraph, and the filing of a lawsuit is instituted, the Trustees of said Funds may assess the EMPLOYER a penalty of 20% of the contribution due, in addition to all reasonable attorney's fees and costs of collection and cost of audit.

SECTION 10. EMPLOYER hereby agrees to be bound by the Agreements and Declarations of Trusts creating the aforesaid Health and Welfare Funds and Pension Fund and by any future amendments to each of said Trusts, and hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as EMPLOYER Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of each of said Trusts, as each may be amended from time to time; and further agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreements and Declarations of each of said Trusts, as amended from time to time.

Once the amounts agreed to in Article IX, Sections 1, 2, 3, 4, and 5 have been timely paid by the EMPLOYER, said contributions shall be the sole extent of the EMPLOYER'S liability to the Health and Welfare and Pension Funds or any of its participants for any reasons whatsoever, providing such a limitation is not in violation of the Employee Retirement Income Security Act.

SECTION 11. Notwithstanding any other provisions of this Agreement to the contrary, if the EMPLOYER fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contributions herein provided, the UNION, after ten (10) days following the sending by them of a written notice by certified mail to the EMPLOYER, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event of any delinquency by the EMPLOYER to either of said Funds, the EMPLOYER shall be responsible to the Employees for any losses of any Health and Welfare or Pension benefits resulting therefrom.

ARTICLE X - SENIORITY

SECTION 1. Seniority, as the term is used herein, means the length of continuous service of any regular Employee from the date of first employment by the EMPLOYER as hereinafter provided.

SECTION 2. (a) The EMPLOYER shall maintain a Company Seniority list of all Employees at each location covered by this Agreement. Correct copies shall be posted at each location at intervals of not less than three (3) months. Maintenance classification Employees shall be a separate and non-interchangeable seniority list.

SECTION 2. (b) New regular Employees and regular Employees hired after a break in seniority shall be considered probationary Employees with no seniority for a period of sixty (60) days worked or ninety (90) calendar days, whichever occurs first, except as provided in Article X, Section 5, after which their seniority shall date back to the first day of their current hiring. The EMPLOYER may, within said sixty (60) days worked or one ninety (90) calendar days, discharge such a probationary Employee for any reason whatever, except for membership in or lawful activity on behalf of the UNION.

SECTION 3. An Employee's seniority shall be lost and terminated and the employment relationship shall be terminated by:

- (a) Discharge for just cause.
- (b) Voluntary quit or resignation
- (c) No work or layoff for more than nine (9) months.
- (d) Failure to report to work or call in to explain the reason for an Employee's absence for three (3) consecutive workdays shall be considered a voluntary resignation.

Any regular Employee who shall fail to report when called to work or who shall fail to report within five (5) days after the receipt or refusal of a certified letter to return after a layoff, shall be considered as having voluntarily terminated his employment with the EMPLOYER.

SECTION 4. In the event of a decrease in the number of regular Employees as herein classified employed by the EMPLOYER, the following factor shall govern: if regular Employees are relatively equal in ability, those with less seniority shall be laid off first and shall be called back to work in the reverse order of that in which they were laid off.

SECTION 5. BUY-OUT, MERGERS AND CONSOLIDATIONS: In all cases of buy-outs, mergers and consolidations of a business or its operations, including the merger of a wholly-owned subsidiary, the following shall apply.

(a) Where the acquired business or operations are operated as a separate entity, then the Employees shall be probationary Employees with no seniority for thirty (30) days, after which their seniority shall date back to the Employee's most recent date of hire with the Employer being acquired.

(b) Where the operations of the bought-out, merged, or consolidated entity are initially or subsequently merged with another entity, then the Employees' accrued seniority shall not be interrupted and shall be dovetailed with the seniority of the Employees with which they are merged.

(c) The EMPLOYER shall have the right to transfer and consolidate routes between its locations, irrespective of whether the location is within the jurisdiction of the same Local Union. In such situations, the EMPLOYER shall have the right to relocate the Employee with the route that is being transferred, and the Employee's seniority shall be dovetailed with those of the Employees at the location to which he is being relocated.

SECTION 6. Any Employee covered by this Agreement who accepts a promotion to a non-union and/or salaried position with the EMPLOYER, shall retain all previously accumulated seniority for a period of six (6) months.

SECTION 7. SATURDAY, SUNDAY AND HOLIDAY OVERTIME PROVISION:

Regular Employees in each work category, excluding regular Employees who are exempt from the workweek guarantee, subject to the limitations of Article VIII, Section 4, shall be given preference in accordance with seniority for Saturday, Sunday and Holiday overtime work within the work category, provided said work is outside the normal schedule for that work category.

The EMPLOYER shall post a notice on the Bulletin Board no later than thirty-six (36) hours in advance that there will be Saturday, Sunday or Holiday overtime available. Employees who desire to work said overtime will sign the notice in an eligible manner before noon on the preceding day.

The EMPLOYER shall then assign the overtime work to the Employees on the list in the order of their seniority within the work category. If there are not sufficient Employees who desire to perform such work, the EMPLOYER will assign such work to Employees in the inverse order of their seniority.

SECTION 8. Whenever there is a permanent opening in a bargaining unit job classification, the Company must post a bid sheet for five (5) working days. An Employee in another classification, with at least one (1) year of seniority, may apply for the opening by signing the bid sheet during the posting period. Selection from among qualified candidates will be made by the Company giving consideration to the Employee's seniority, prior experience in the duties of the position, qualifications and ability. For purposes of this agreement, openings become permanent (and no longer temporary) when a position is vacated for six (6) months due to injury, or when vacated for thirty (30) days due to death, retirement, termination, resignation, or thirty (30) days after the establishment of a new route.

A successful applicant may not bid on another permanent opening for a period of twelve (12) months from the date of his transfer into the opening into which he successfully bid.

The Union recognizes the need for flexibility in the work force and agrees that Employees in one classification shall not be restricted from and may be assigned to do work normally done by Employees in another classification. Such temporary assignments shall be filled by the Company, based upon the operational needs and the qualifications of available Employees.

ARTICLE XI- HOLIDAYS/PERSONAL DAYS

Section 1.(a) Regular Employees shall be required to work on a holiday if notified. If a regular Employee who has completed his probationary period is not worked, he shall be paid eight (8) hours pay at his straight-time hourly rate for the following holidays: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY, regardless of the day of the week on which it falls, provided he complies with the qualifications set forth hereinafter. Holidays, which fall on Sunday, shall be observed on Monday.

(b)(i) Upon completion of a year's employment, an Employee shall be eligible for one (1) personal day.

(ii) Upon completion of three (3) year's employment, an Employee shall be eligible for two (2) personal days.

(iii) Upon completion of nine (9) year's employment, an Employee shall be eligible for three (3) personal days.

(iv) Upon completion of eighteen (18) year's employment, an Employee shall be eligible for four (4) personal days.

(c) No Employee shall suffer reduction or loss of any personal days that he is currently receiving.

Such personal days must be scheduled in advance by mutual agreement with the EMPLOYER, provided, however, an Employee who is absent from work due to illness may choose to use a personal day as a sick day. The Employee shall be paid eight (8) hours pay at his straight-time hourly rate for each such personal day not worked, and such pay shall not be counted as hours worked for purposes of computing overtime. ANY PERSONAL DAYS SCHEDULED THIRTY (30) DAYS IN ADVANCE WILL NOT UNDER ANY CIRCUMSTANCES BE RESCINDED, PROVIDED SUCH PERSONAL DAYS ARE APPROVED IN WRITING.

SECTION 2. Regular Employees called to work on any of the above listed holidays shall be paid for actual hours worked with a minimum of four (4) hours or its equivalent in pay at double his straight-time rate, in addition to the eight (8) hours holiday pay provided in Section 1 above.

SECTION 3. In order to qualify for eight (8) hours of straight-time pay for holidays not worked, a regular Employee must work the scheduled workday before and the scheduled workday after the holiday, unless excused by the EMPLOYER.

SECTION 4. New Employees who have not completed their probationary period before a holiday, shall not be entitled to holiday pay for the holidays not worked, except as provided in Article X, Section 5.

SECTION 5. (a) In the case of a regular Employee who works a workweek Monday through Friday, if a holiday falls on a Monday through Friday, he shall be guaranteed thirty-two (32) hours at straight-time pay for that week, plus eight (8) hours holiday pay. If a holiday falls on a Saturday, such regular Employee shall be guaranteed forty (40) hours at straight-time pay for that week, plus eight (8) hours holiday pay.

(b) In case of a regular Employee who works a workweek Tuesday through Saturday, if a holiday falls on a Tuesday through Saturday, he shall be guaranteed thirty-two (32) hours at straight-time pay for that week, plus eight (8) hours holiday pay. If a holiday falls on a Monday, such regular Employee shall be guaranteed forty (40) hours at straight-time pay for that week plus eight (8) hours holiday pay.

SECTION 6. If a holiday falls during a regular Employee's vacation he shall receive an extra day's pay or an extra day's paid vacation, at the EMPLOYER'S option.

ARTICLE XII - VACATION

SECTION 1. A regular Employee shall receive one (1) week vacation with pay for one (1) year's service; two (2) weeks vacation with pay for three (3) year's service; three (3) weeks vacation with pay for nine (9) year's service; and four (4) weeks vacation with pay for eighteen (18) year's service.

SECTION 2. Eligibility for vacation shall begin with the date of employment of each individual Employee and each year of eligibility shall start from such date.

SECTION 3. If a regular Employee is employed less than one (1) year and he quits on his own accord, he shall forfeit his vacation pay, but if he has been laid-off for any reason other than discharge for just cause, he shall receive one-half (1/2) day's pay for each month employed, beginning with the third month following his employment.

SECTION 4. Any regular Employee employed for one or more years, whose employment is terminated for any reason whatsoever, shall receive payment for vacation time earned but not taken. For each month such Employee has worked since he became entitled to receive his last preceding annual vacation, he shall be paid one-twelfth (1/12) of the annual vacation pay which he would have been entitled to receive had his employment not have been terminated.

SECTION 5. The EMPLOYER shall establish a vacation schedule prior to May 1st of each year; and the regular Employees shall select their vacation periods according to seniority and take them at any time during the year; provided, that vacations do not interfere with the orderly operation of the business; and provided further, that no vacation weeks may be blocked except during a week in which a paid holiday falls. If a regular Employee selects to split his vacation, his right of selection based upon seniority shall apply as to only one portion of the split vacation as designated by him.

SECTION 6. An Employee's regular straight-time hourly rate for vacation purposes shall be that rate in his classification, which is required to be paid under the terms of this Agreement, but not less than the minimum rate as provided in Article VII.

SECTION 7. Vacation pay shall be paid no later than the last regular pay day prior to the start of the Employee's vacation.

ARTICLE XIII - JURY DUTY PAY

Regular Employees required to perform jury service shall be paid the regular hourly rate for their classification for time so spent, provided they endorse their jury duty paycheck and turn it over to the EMPLOYER as proof they have served on a jury, and the said jury duty paycheck shall belong to the EMPLOYER. A regular Employee shall not be allowed more than two (2) weeks off with pay for jury duty, as described above, in any one year of the Agreement.

ARTICLE XIV - BEREAVEMENT PAY

An Employee shall be paid two (2) days pay, on the basis of eight (8) hours per day, at straight-time, on account of death in the immediate family, which for the purpose of this section, shall include the father, mother, spouse, children, brother and sister of the Employee, parent in-laws and stepchildren within a current marriage if the funeral is attended. The EMPLOYER may require proof of death and relationship.

ARTICLE XV - STEWARDS

SECTION 1. The EMPLOYER recognizes the right of the Executive Board of the UNION to designate job stewards and alternates from the EMPLOYER'S seniority list. The EMPLOYER shall not be required to recognize any steward or alternate unless and until the Executive Board of the UNION notifies the EMPLOYER of the names and date of appointment of such stewards and alternates, in writing, over the signature of the appropriate official of the UNION. The authority of job stewards and alternates so designated shall be limited to and shall not exceed the following duties and activities:

A. Investigation and presentation of grievances to the EMPLOYER in accordance with the provisions of the collective bargaining agreement at times mutually agreed upon, provided however, that the rights of an individual Employee or group of Employees in this respect under Section 9 (a) of the LMRA shall not be infringed.

B. Distribution and collection of check-off authorization forms during working hours, provided such activity does not violate any of the foregoing provisions.

C. Transmittal of messages and information from the LOCAL UNION or its officers, which have been reduced to writing, are of a routine nature.

SECTION 2. In carrying out his duties as steward, he shall not interfere with production in any manner whatsoever. In the event the steward's actions result in any work stoppage, or interruption of the EMPLOYER'S business, the Company shall have the right to take disciplinary action, including discharge.

ARTICLE XVI – UNIFORMS AND EQUIPMENT

SECTION 1. Where the EMPLOYER requires uniforms and gloves or special clothing or equipment to be worn or used, same shall be supplied by the EMPLOYER without charge to the Employee, but the Employee will be required to maintain said uniforms, gloves, clothing or equipment.

SECTION 2. If the EMPLOYER requires boots to be worn by the Employee, the EMPLOYER will pay up to one hundred dollars (\$100.00) once each year for the purchase of said boots for each Employee with one (1) or more years of seniority. The EMPLOYER may require a receipt as proof of purchase of said boots by the Employee.

ARTICLE XVII – PHYSICAL EXAMINATIONS

Each Employee of the EMPLOYER shall submit to a physical examination as to health and physical ability at any time designated by the EMPLOYER, said examination to be made by a doctor selected by the EMPLOYER and the expense to be borne by the EMPLOYER. If Employee should be found to be physically unfit to continue his employment, the EMPLOYER reserves the right to dispense with his services, and the EMPLOYER shall notify the Employee and the UNION, in writing, by certified mail. In the event of a conflict between the EMPLOYER'S decision and a determination of the Employee's physician, the UNION may, within fifteen (15) days after receiving written notice of the EMPLOYER'S decision, elect that the Employee be examined by a third doctor to be selected by the parties. The expenses of said examination by said third doctor shall be shared equally by the parties. The EMPLOYER may furnish the third doctor with a description of its physical standards and requirements for the job in question, and a copy of such description shall also be furnished to the UNION. The determination of the third doctor as to whether or not the Employee meets said physical standards and requirements for the job in question shall be final and binding.

Each applicant prior to final selection for employment shall submit to a physical examination as to health and physical ability, and the applicant's examination may include the testing of blood or urine for the presence of alcohol or drugs.

Pre-employment and regular physical examinations required by the EMPLOYER, including those required by the Department of Transportation, shall be paid for by the EMPLOYER.

Physical examinations must comply with the requirements of the Department of Transportation regulations.

ARTICLE XVIII - GRIEVANCES

In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, differences or grievances arising between the EMPLOYER and the UNION or the Employees covered by this Agreement as to the meaning, interpretation, and application of the provisions of this Agreement, such differences shall be settled in the following manner, except as herein otherwise provided:

SECTION 1. An aggrieved Employee shall first take up the grievance with the foreman or superintendent. Any Employee who fails to make his complaint in writing to the EMPLOYER and a copy to the UNION within five (5) working days of the occurrence of the alleged grievance, shall have no recourse under the Grievance Procedure of this Agreement.

SECTION 2. If the grievance is not adjusted at this level, the UNION may, at its election, submit the grievance within ten (10) days from the EMPLOYER'S written denial of the grievance to a Labor Management Committee composed of two (2) UNION representatives and two (2) EMPLOYER representatives who are signatories to this Agreement. The Labor Management Committee shall meet on the third Thursday of each month at Teamsters Local Union No. 731 offices located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois. The Chicago Area Refuse Haulers Association and the UNION shall, together, create and appoint a permanent Labor Management Committee. Alternates may also be appointed. The Labor Management Committee shall, at its first meeting, formulate rules of procedure to govern the conduct of its proceedings. No EMPLOYER shall sit on a panel of the Labor Management Committee, which is hearing or considering a grievance or dispute arising from his own operation. The Labor Management Committee shall hear the grievance and its majority decision shall be final and binding on all parties.

The Employer representatives of the Labor Management Committee shall be selected by the Chicago Area Refuse Haulers Association. There shall be no change in hearing date or continuance unless mutual agreement between the Employer and Union co-chairs. Those members of the Labor-Management Committee who appear at the hearing shall constitute a quorum and a majority vote of those members present shall decide the grievance.

SECTION 3. If the Labor Management Committee is deadlocked on the disposition of the grievance, then the UNION'S Executive Board or the EMPLOYER may elect to submit the grievance to arbitration by notice in writing to the other party within ten (10) days from the date of their written decision, or the right to arbitration shall be deemed to be abandoned.

In the event a grievance is referred to arbitration, representatives of the EMPLOYER involved and the UNION shall meet to select the arbitrator. If the parties are unable to agree on an arbitrator within seven (7) working days after written notice of the referral to arbitration has been served, then the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy, whose office is in the Chicago Metropolitan Area. The winner of a toss of a coin shall determine who shall strike the first name and the parties shall strike alternately with each party striking three (3) names, and the person whose name remains shall be the arbitrator.

The Arbitrator will be jointly contacted and asked to hold a hearing at which both parties may present evidence. The arbitrator shall decide only the grievance submitted by applying the express language of this Agreement and shall have no authority to add to, subtract from, modify, or amend this Agreement.

The Arbitrator's duly rendered decision shall be final and binding on the EMPLOYER concerned, the UNION, and the Employees involved. The losing party shall pay the Arbitrator's fees and expenses.

SECTION 4. An Employee shall not be able to recover payment for an alleged violation of contract, which occurred prior to sixty (60) days preceding the date of the filing of a grievance. Whenever a grievance is sustained at the Labor Management Committee or before an arbitrator, the grievant shall be paid by the employer for lost wages for days the grievant attended the Labor-Management Committee hearing and/or the arbitration hearing.

SECTION 5. Discharge or Suspension. The EMPLOYER shall not discharge or suspend any Employee without just cause, and will use progressive discipline where possible. In respect to discharge, the EMPLOYER shall give at least two (2) warning notices to the Employee prior to discharge, in writing, with a copy of the same to the UNION. All records of discipline after twelve (12) months may not be used as a part of the grievance procedure and may not thereafter be used as a basis for further discipline. Discharge must be by proper written notice to the Employee and the UNION. Said written notice shall be served upon the parties by deposit in the United States Mail.

Except as provided in the Substance Abuse Policy, no notice need be given to an Employee before he is discharged for just cause for dishonesty, theft, possession, use of or being under the influence of alcoholic beverages, marijuana, or narcotics while on duty, recklessness resulting in serious accident while on duty, failure to report an accident to the EMPLOYER, or physical assault while on duty or on the EMPLOYER'S premises. Written notice of discharge must be served upon the parties by deposit in the United States Mail.

SECTION 6. Tardiness and Absenteeism Policy. The Employer's success depends on the combined efforts of all employees. Absenteeism and tardiness disrupt schedules, place added burdens on fellow workers and undermine the quality of the services the Company provides to its customers.

In any twelve (12) month period, any combination of tardies or unexcused absences will result in the following progressive discipline:

Any three (3) occurrences will result in a warning notice.

Three (3) additional occurrences (totaling 6) will result in a warning notice and two-day suspension.

Three (3) additional occurrences (totaling 9) will be subject to immediate discharge from the Company.

This Tardiness and Absenteeism policy constitutes the sole discipline for this conduct and discipline under this section shall not be combined with other discipline for purposes of progressive discipline.

Instances of tardiness and absenteeism prior to the effective date of this Agreement shall be reviewed, and prior discipline shall be adjusted so as to conform to the provisions of this section, except that no employee shall receive more severe discipline for past conduct as a result of the application of this Section.

SECTION 7. Substance Abuse Policy. The UNION and the EMPLOYER have agreed to a Substance Abuse Policy as an addendum to the Contract, for the protection of all parties.

SECTION 8. The UNION, in the redress of alleged violations by the EMPLOYER of this Agreement, shall be the exclusive representative of the interest of each Employee covered by this Agreement and only the Executive Board of the UNION or their designated representative shall have the right to assert against the EMPLOYER any claim, proceeding or action alleging a violation of this Agreement or claiming a right under this Agreement. No Employee or former Employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis or by reason of any claim that the UNION or any UNION officer or representative of the Executive Board has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to which the UNION or any UNION officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

SECTION 9. (a) The UNION or the EMPLOYER may file a grievance, in writing, by mailing same to the parties involved within sixty (60) days of its occurrence; and if it cannot be resolved between the parties within twenty (20) days, the party filing the grievance, within ten (10) days thereafter, may submit the grievance to a Labor Management Committee composed of members as designated in SECTION 2 above. The Labor Management Committee shall hear the grievance and its majority decision shall be final and binding on the EMPLOYER, the UNION, and the Employees involved.

(b) If the Labor Management Committee is deadlocked on the disposition of the grievance, any one of the parties involved may submit the grievance to arbitration pursuant to the provisions of Section 3 above.

ARTICLE XIX - UNION INSPECTION

Authorized representatives of the UNION shall have access to the EMPLOYER'S establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement which shall include the right to inspect and audit payroll records, United States social security and withholding tax reports, Illinois income tax withholding reports, and United States and Illinois Unemployment Compensation reports, time cards and sheets, for the purpose of investigating whether the provisions of this Agreement are fulfilled and/or as may relate to non-payment or improper payment of wages, vacation pay, check-off of dues, health and welfare or pension contributions.

ARTICLE XX - TIME RECORD

The EMPLOYER agrees that time clocks or time records shall be provided at the places where trucks are stored. In the absence of time clocks, a "Time Record Card" shall be provided by the EMPLOYER on which Employees will enter their starting and quitting time daily. All Employees must punch their own time card or write and initial their own time record. All time spent in the service of the EMPLOYER shall be paid for.

ARTICLE XXI - PROTECTION OF RIGHTS

SECTION 1. The UNION and the Employees covered by this Agreement agree that they will not authorize, cause, permit or engage in any strike, slowdown or other stoppage of work, sympathy strike, picketing or boycott against the EMPLOYER, except where specifically authorized under the Agreement.

SECTION 2. It is hereby agreed by the EMPLOYER that it will not lockout Employees during the term of this Agreement.

SECTION 3. It shall not be a violation of this Agreement, nor cause for discipline or discharge for an Employee to refuse to enter upon the premises of any customer of the EMPLOYER if the Employees of such customer are engaged in a sanctioned strike; nor will any driver be required to pick up or deliver any goods to any customer on strike where he may feel that his personal safety may be in danger.

ARTICLE XXII - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Employees herein, the EMPLOYER shall not subcontract any of the work performed by the Employees in this bargaining unit, unless all of the EMPLOYER'S Employees are employed and they are qualified to do the work.

When subcontracting any of the work performed by the Employees in this bargaining unit in compliance with this Agreement, the EMPLOYER agrees to use the services of persons who observe the wages, hours and conditions of employment established by I.B. of T. LABOR UNIONS having jurisdiction over the services performed.

Upon the Union's written request, the Employer shall require any subcontractor performing work with roll-off, commercial or residential collection vehicles or transfer trailers to provide proof of paying the economic equivalent of all wages, hours, benefits and other terms and conditions of the Agreement for subcontracted work, which proof shall immediately be forwarded to the Union. If the subcontractor fails to produce such proof within five (5) working days of the Union's written request, the subcontractor shall be removed. For purposes of this Article, all subcontractor employees with less than 36 months employment must receive no less than the rate of pay for employees who have completed 30 months of service.

ARTICLE XXIII – SUBMISSION OF WORK RULES

Prior to the introduction and implementation of Company work rules, the EMPLOYER shall submit the work rules to the Local Union.

In the event of any modifications to existing work rules, the EMPLOYER shall notify the UNION prior to the effective date of such changes and the Employees will be likewise advised before they will become effective.

ARTICLE XXIV - TRAINING

In order to provide additional job opportunities or consideration in other work classifications, the EMPLOYER agrees to provide eight (8) hours of training for all Employees who desire to attend on a voluntary basis. The EMPLOYER will not be obligated to compensate such Employees for attendance at said training.

ARTICLE XXV – BULLETIN BOARD ACCESS

The EMPLOYER shall provide space on a Company bulletin board for use of the UNION for posting notices falling within the following categories:

1. Union meetings;
2. Union appointments;
3. Union elections;
4. Results of Union Elections;
5. International Union correspondence and required postings.

Notices to be posted shall be signed by a UNION official. Any notices other than those specifically enumerated above shall be submitted to management for approval prior to posting. The bulletin board shall not be used by the UNION or its members for disseminating proposals, political materials, inflammatory materials or materials derogatory to the Company.

ARTICLE XXVI – SAFETY MEETINGS

The EMPLOYER agrees to post a notice of all mandatory safety meetings seventy-two (72) hours in advance of such meetings. All Employees shall be compensated for attendance at said meeting.

ARTICLE XXVII – MISCELLANEOUS

SECTION 1. For the purpose of preserving bargaining unit work it is agreed that an EMPLOYER may require an Employee to sign a covenant not to solicit any of the EMPLOYER'S accounts for a period of one (1) year after the Employee's employment is terminated.

SECTION 2. The EMPLOYER and the UNION agree that there shall be no discrimination against any Employee because of race, color, creed, national origin, sex, age or disability.

SECTION 3. An Employee who is injured on the job and who is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of that day.

An Employee who has returned to his regular duties after sustaining a compensable injury at work, who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time.

The EMPLOYER shall provide any Employee injured, transportation at the time of injury from the job to the medical facility and return to the job or to his home, if required.

For a maximum period of six (6) months, if an Employee is entitled to temporary total compensation under the Illinois Workers' Compensation Act, he shall receive holiday pay and/or vacation pay during that period he would be entitled to as though he was working.

SECTION 4. No Employee shall be responsible for the purchase of City or State license tags or plates. If an Employee is arrested or is issued a summons because of faulty equipment, failure to display tags or licenses, overloading or overweight, he shall not be required to surrender his chauffeur's license in lieu of bond, and if he is thereby required to appear in court on behalf of his EMPLOYER, he shall be reimbursed for his lost time at his regular straight-time hourly rate of pay.

SECTION 5. Employees will be subject to the provisions of the Department of Transportation Regulations affecting the waste industry.

ARTICLE XXVIII - APPROVED LEAVES

SECTION 1. Leaves of Absence. An employee covered by this Agreement may make written application for an unpaid leave of absence from the Employer, and said application shall be signed by him. Upon review of said application, the Employer in its discretion may approve or deny the leave of absence and shall provide notice of its decision to the employee in writing. The Employer's decision shall be final and shall not be subject to challenge via the grievance procedure. The maximum leave under this paragraph of the Agreement shall be thirty (30) days. The Employer in its discretion may extend the leave by additional increments of thirty (30) days. During the period of any leave under this paragraph, including any extensions, the Employer shall not be liable for payment of any health and welfare or pension benefit contributions for the employee, and the employee shall be deemed voluntarily off work and thus shall be ineligible for unemployment compensation benefits. A leave taken in accordance with this paragraph shall not result in the loss of seniority rights and, except as provided, and upon return to work the employee shall retain all benefits and rights under this Agreement.

SECTION 2. National Guard/Reserve Duty. A regular full time Employee, who is required to be absent on a regularly scheduled workday as a result of being involuntarily activated to perform National Guard/Reserve duties, shall be paid the difference between their regular straight-time hourly rate and the amount the Employee receives from the National Guard/Reserve (not including travel, subsistence, and quarters allowance). Such pay shall be based on the number of days said Employee would have worked had the Employee not been on National Guard/Reserve duty, up to eight (8) hours per day, and up to five (5) days per week, for a maximum of two (2) weeks at eighty (80) hours including any Holiday pay the Employee would have received in the two-week period, in any one year of this Agreement.

ARTICLE XXIX – D.R.I.V.E.

Upon receipt of a written authorization from the employee, the Employer agrees to deduct from the employee's paycheck voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's Social Security Number, and the amount deducted from the employee's paycheck. D.R.I.V.E. agrees to indemnify the EMPLOYER and hold it harmless against any and all suits, claims, demands, and other liability for damages, penalties, or back pay that may arise out of, or resulting from the application of the provisions of this Article.

ARTICLE XXX - JURISDICTION

The Agreement covers: Collection and disposal of ashes, refuse, rubbish, chemical waste, medical waste and hazardous waste; recycling collection; street sprinkling and flushing, and transfer station operations.

ARTICLE XXXI – SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the UNION, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXXII - TERM

This Agreement shall become effective the 1st day of October 2003, and shall continue in full force and effect through September 30, 2008, and shall continue automatically on an annual basis thereafter, unless written notice is given by either party sixty (60) days prior to September 30, 2008, or September 30 of any subsequent year, as the case may be. The parties shall arrange negotiations as soon as conveniently possible.

This AGREEMENT is hereby adopted in its entirety on _____, _____

FOR THE EMPLOYER:

Name of Company

By: _____
Signature

Print Full Name

Title

FOR THE UNION:

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS, AUTOMOBILE
SALESROOM GARAGE ATTENDANTS,
LINEN AND LAUNDRY LOCAL UNION
NO. 731, affiliated with the International
Brotherhood of Teamsters

By: _____
President

By: _____
Secretary-Treasurer

CONTACT INFORMATION:

Contact Person

Federal Tax I.D. Number

() _____
Telephone Number

() _____
Facsimile Number

COPY

ADDENDUM

PRIVATE SCAVENGER INDUSTRY/JOINT LABOR-MANAGEMENT

ALCOHOL AND DRUG FREE WORK ENVIRONMENT

The Employers and the Union are parties to the Private Scavenger Agreement made effective October 1, 2003 and they intend hereby to adopt said Addendum as it pertains to certain operations and certain employees of the Employers. Accordingly, the Employers and the Union agree to make the following modifications to said Private Scavenger Agreement:

I. PREAMBLE

The Employer is firmly committed to providing its employees with a safe work place, and maintaining high standards of employee health.

Being under the influence of alcohol or any legal or illegal substance can pose potentially serious safety and health risks to the user and to those who come in contact with the user. The use of such substances also can impair employee performance and judgment.

An alcohol/drug free work environment is especially important in the waste disposal and transportation industry because of the basic responsibility to serve the public safely without interruption. A user of alcohol/drugs, whether an addict, a recreational or occasional user, is a potential safety hazard while driving or working under the influence.

The safety and well-being of the public, who put their trust in us, demand that all of our employees perform their jobs free of the effects of alcohol or illegal drugs. The Company's goal is to protect employees, host communities, and customers from the dangers of substance abuse in the workplace.

II. SCOPE

This Policy applies to employees in DOT covered positions and employees who work in "safety sensitive" positions. For purposes of this section, a "safety sensitive" position is any non-DOT covered employee who:

1. receives a periodic company medical evaluation (e.g. heavy equipment operators, helpers), OR
2. operates heavy equipment or non-CDL licensed vehicles, OR
3. works in an active operation around vehicles, equipment, or machinery, (e.g. landfill spotters, helpers, mechanics, etc.), OR

4. operates or works with high risk equipment machinery, (e.g. welders, workers on conveyor lines, fork lift operators, etc.).

III. PROHIBITED ACTIVITIES

A. Alcohol

It is prohibited for any employee to use, possess, or be under the influence of alcohol while reporting for duty, while performing Company business, while operating Company vehicles or equipment, or while on Company premises. The presence of alcohol in an employee, in an amount which exceeds the threshold levels as set forth in this Addendum, while performing Company business or while on Company premises, is also prohibited.

B. Controlled Substances

1. Legal Drugs:

Improper use of prescription or "over-the-counter" drugs is prohibited.

Employees taking prescription or "over-the-counter" drugs, that their medical advisor or the manufacturer warns may affect behavior or performance, must advise their supervisor that they are taking such drugs for medical reasons.

The employee may be relieved of his/her job duties or reassigned by the Company during any period in which the proper use of prescription or "over-the-counter" drugs may adversely affect job safety or performance.

2. Illegal Drugs:

Any employee who is under the influence of an illegal drug or manufactures, distributes, dispenses, possesses, uses on or off duty or sells an illegal drug while on Company premises or while performing Company business is in violation of Company Policy. The presence of an illegal drug in an employee, in an amount which exceeds the threshold levels established by the Company, while performing Company business or while on Company premises is also prohibited.

IV. TESTING

A. Pre-employment Testing

All applicants must submit to a pre-placement testing for controlled substances.

B. Random Testing

- Random controlled substances and alcohol testing shall be conducted throughout the calendar year for employees in DOT positions.

- Random testing for controlled substances shall be conducted for safety sensitive employees. No random alcohol testing will be conducted for such employees.
- The annual selection rate for alcohol and/or controlled substance testing for DOT covered employees will be in accordance with DOT regulations. Safety sensitive employees shall be selected at a rate to be set by the Employer, not to exceed the limits established by DOT requirements.

C. Reasonable Suspicion Testing

- Alcohol and/or controlled substance testing may be conducted if there is a “reasonable suspicion” that the employee has violated the prohibitions in this policy.

D. Post-Accident Testing

- DOT-covered employees are subject to post-accident testing for alcohol and/or controlled substances in accordance with applicable DOT regulations.

E. Return to Duty (RTD) Testing

- RTD alcohol and/or controlled substance test shall be administered prior to an employee returning to his regular duties after having been found in violation of the prohibitions outlined in the Policy.
- The alcohol test must confirm an alcohol concentration of less than .02
- The controlled substance test must be negative.

F. Follow-Up Testing

- Following a determination that an employee needs rehabilitation assistance to resolve problems associated with alcohol misuse or drug use, the employee will be subject to periodic, unannounced alcohol and/or controlled substance testing.
- Follow-up testing will continue for a period of three (3) years following the employee’s return to duty. Six (6) tests will be conducted in the first twelve (12) months.

V. TESTING METHODS & CONFIDENTIALITY

A. Alcohol Testing

- An initial screen for the presence of alcohol may be conducted using a saliva alcohol test or Evidential Breath Testing Device (EBT).
- If an initial screen produces a positive result, a confirmation test must be conducted using an EBT.

- A "positive" test for alcohol is defined as a breath alcohol concentration of 0.02 or higher.

B. Controlled Substance Testing

- Testing conducted by analysis of applicant/employee urine specimen.
- Split sample procedures will be followed in the event a second test or the original specimen is requested.
- A "positive" urine test is a confirmed test which shows the presence of a controlled substance or its metabolites at levels equal to or higher than the cutoff levels established by the DOT.

C. Testing Methodology

- An N.I.D.A. approved laboratory will be used for drug and alcohol testing.
- If the laboratory uses an emit screen or other test requiring confirmation by more reliable method, any positive test result will not be reported by the laboratory unless confirmed by appropriate methods.
- Test results shall be disclosed by the laboratory only to the employee, the Employer and Union Officials involved in contractual disciplinary and grievance matters.
- Neither the Employer nor any Union Official shall disclose the result to any other person unless (1) the employee files a grievance or other claim concerning discipline and disclosure to others is necessary to respond to such grievance or claim; or (2) disclosure to an EAP Counselor is necessary for assessment and consultation.

VI. CONSEQUENCES OF POSITIVE TESTS

A. Positive Drug Tests

- Employees who test positive for controlled substances will be terminated.
- A refusal to submit to such testing will be treated the same as a positive drug test.

B. Positive Alcohol Tests

1. If the alcohol test result is positive at the 0.02 to 0.039 level:

- The employee is prohibited from performing safety-sensitive functions for twenty-four (24) hours as required by DOT regulations.

- The employee will be suspended without pay during this time period.
 - The employee shall be issued a written disciplinary warning letter.
 - Future positive tests are subject to additional disciplinary action, up to and including termination of employment.
- 2. If the alcohol test result is positive at 0.04 or higher, up to the state intoxication level:**
- The employee is suspended without pay until evaluated by a Substance Abuse Professional ("SAP").
 - The SAP will determine whether to refer the employee to a treatment program. Before the employee is allowed to return to work, the employee must take an alcohol test with a result of less than 0.02.
 - The employee will be issued a final written warning.
 - Future positive tests (0.02 or above) will result in termination of employment.
- 3. If an employee tests positive at or above the Department of Transportation's legal intoxication level, he or she will be terminated.**
- 4. A refusal to submit to alcohol testing will be treated as a positive test at the state's legal intoxication level.**
- 5. If circumstances indicate that the employee was consuming alcohol while on duty, the employee shall be subject to immediate discharge whether or not the employee tests positive for alcohol.**
- 6. For purposes of progressive discipline under this policy, warning notices for positive alcohol tests shall remain in effect for a period of two (2) years.**

VII. PARTICIPATION IN AN EMPLOYEE ASSISTANCE PROGRAM

1. Employees who voluntarily acknowledge (prior to being notified of selection for testing) problems involving drugs or alcohol will be allowed to enter and complete a program of treatment. Supervisors/Managers can also refer an employee to an employee assistance program where appropriate.
2. Any employee involved in the employee assistance program is eligible for medical benefits as prescribed in the health and welfare plan provided for in the collective bargaining agreement between the Employer and Union, provided the employee agrees to and continues to abide by the terms of such program. Such benefits shall be available to the employee only once during the course of their employment.

3. To insure the safety of other employees and the public, the Employer may require an employee who has participated in an employee assistance program to obtain a written report from his physician or counselor concerning his current medical status, the likelihood of a reoccurrence of dependence or impairment, and the employee's ability to return to employment without constituting a danger to other employees or the public. The Employer may require the treating physician or counselor to state whether a monitoring or support program is required and whether the employee is participating in such a program.
4. The employee shall be eligible to return to his regular assignment provided that the treating physician or counselor advises the Employer that the employee has successfully completed the rehabilitation program and is cooperating in an appropriate aftercare program to avoid future dependency.

PRIVATE SCAVENGER **TRANSFER TRAILER ADDENDUM**

THIS Addendum to the Private Scavengers Agreement is made effective the first day of October, 2003 by and between The Chicago Area Refuse Haulers Association and EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS AND AUTOMOBILE SALESROOM GARAGE ATTENDANTS, LINEN AND LAUNDRY LOCAL UNION NO. 731, affiliated with the International Brotherhood of Teamsters.

ARTICLE I - PURPOSE OF AGREEMENT

Section 1. The purpose of this Addendum is to establish the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes or lockouts.

Section 2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Addendum have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Addendum during the term of this Addendum.

ARTICLE II - DEFINITIONS

Section 1. That whenever the word "EMPLOYER" is used herein, it shall mean the Chicago Area Refuse Haulers Association, for and on behalf of its employer members, and any other employers who become signatory to the Private Scavenger Agreement.

Section 2. That whenever the word "UNION" is used herein, it shall mean the EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS, AUTOMOBILE SALESROOM GARAGE ATTENDANTS, LINEN AND LAUNDRY LOCAL UNION NO. 731, I.B. of T., and all its members, individually and collectively bound hereunder affected by this Agreement.

Section 3. That whenever the word "EMPLOYEE" or "EMPLOYEES" is used herein, it shall mean the Employee or Employees in the classification of work covered by this Agreement.

ARTICLE III - RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the sole and exclusive representative for all regular Employees occupying classifications covered by the Private Scavenger Agreement, including this Transfer Trailer Addendum.

Section 2. The EMPLOYER shall not sell or lease its business or any of its equipment or facilities without first informing the purchaser or lessee of the premises of the Agreement, and shall make such sale or lease conditional upon such purchaser or lessee assuming all of the economic obligations of this Agreement and all outstanding grievances pending against the Employer, with the understanding that upon the expiration hereof, then an Agreement will be negotiated with such purchaser or lessee by the UNION.

Section 3. The EMPLOYER shall not change the housing or location of its equipment nor make any lease or assignment in order to obtain different wages, or working conditions than those prevailing in this Agreement. The object of this provision is not to restrain the EMPLOYER from transferring or changing its housing location or equipment, but does make it compulsory for the EMPLOYER to observe the terms and conditions of this Agreement.

ARTICLE IV – UNION SECURITY AND CHECK-OFF

Section 1. Union Security. All present Employees who are members of the UNION on the effective date of this subsection or on the date of execution of the Agreement, whichever is the later, shall remain members of the UNION in good standing to the maximum extent permitted by law as a condition of employment. All present Employees who are not members of the UNION and all Employees who are hired hereafter shall become and remain members in good standing to the maximum extent permitted by law as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The failure of any person to become a member of the UNION to the maximum extent permitted by law at the required time shall obligate the EMPLOYER, upon written notice from the UNION to such effect and to the further effect that UNION membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his UNION membership in good standing as required herein shall, upon written notice to the EMPLOYER by the UNION to such effect, obligate the EMPLOYER to discharge such person.

Section 2. Check-Off. (a) Upon receipt of a written authorization from the Employee, the EMPLOYER agrees to deduct initiation fees and reinitiation fees and monthly UNION dues from the pay of each such Employee in the amount and manner prescribed by the UNION in accordance with its Constitution and By-Laws, and shall remit same to the UNION within seven (7) days from its collection.

(b) Notwithstanding any other provisions of this Agreement to the contrary, if the EMPLOYER fails or refuses to remit to the UNION the Union dues, initiation fees, and reinitiation fees which the EMPLOYER has been authorized to deduct within ten (10) days after a Notice of Delinquency is mailed via certified mail to the EMPLOYER by the UNION, then, in such event, the UNION, without the necessity of giving any other or further notice, shall have the right to strike or take such actions as it shall deem necessary or appropriate during the period that any delinquency shall continue.

Section 3. The UNION agrees to indemnify the EMPLOYER and hold it harmless against any and all suits, claims, demands, and other liability for damages, penalties, or back pay that may arise out of, or resulting from the application of the provisions of this Article.

ARTICLE V – WORKWEEK

Section 1. Eight (8) continuous hours (not including meal period referred to in Article V, Section 3) shall constitute a work day. Forty (40) straight time hours, Monday through Saturday, shall constitute a work week.

Section 2. The EMPLOYER shall offer shift-work to Employees in the work category to which they are regularly assigned, according to seniority. If the Employees do not accept in sufficient numbers, the EMPLOYER will assign Employees within the work category with the least seniority to the work shift where they are needed.

Section 3. Meal Period. One-half (½) hour meal period will fall between the 4th and the end of the 5th hour on all shifts.

ARTICLE VI – GUARANTEES

Section 1. Report Time. Effective October 1, 2003, the EMPLOYER not notifying the Employee at least two (2) hours prior to reporting time that there will be no work that day, shall give him two (2) hours pay at the rate of seventeen dollars and fifty cents (\$17.50) per hour, plus the annual negotiated wage increases for Scavenger semi drivers, for reporting. If requested by the EMPLOYER, the Employee must stay on the job to qualify for the two (2) hours pay.

Section 2. Where work is not available for reasons beyond the control of the Employer, i.e., Acts of God such as fire, flood or snowstorm, the above-mentioned guarantee shall not apply. If the Employee has not been notified not to report to work for one of the aforesaid emergency situations and he does, in fact, report to work for one of the aforesaid emergency situations, he shall receive two (2) hours of reporting pay at the rate of seventeen dollars and fifty cents (\$17.50) per hour plus the annual negotiated wage increases for Scavenger semi drivers.

Section 3. Effective October 1, 2003, drivers shall be compensated at a daily flat rate of five dollars (\$5.00) to complete a proper and legible pre and post-trip vehicle safety inspection.

Section 4. Effective October 1, 2003, for delays incurred after two (2) hours due to mechanical breakdown drivers shall be paid seventeen dollars and fifty cents (\$17.50) per hour plus the annual negotiated wage increases for Scavenger semi drivers. All delays must be certified in writing by an appropriate official of the company or organization where the delay occurs.

Section 5. Effective October 1, 2003, in the case of delays due to breakdowns or impassable highways caused by inclement weather conditions, drivers will be compensated following the sixteenth (16th) hour of each such day. Compensation shall be at the rate of seventeen dollars and fifty cents (\$17.50) per hour plus the annual negotiated wage increases for Scavenger semi drivers for each additional hour of delay up to a maximum of eight (8) hours for each succeeding twenty-four (24) hour period. It shall be a requirement that drivers telephone the Employer as soon as possible when delayed as result of breakdown or impassable highway.

Section 6. Daily and Weekend Guarantee. On each weekday worked, drivers shall be guaranteed daily earnings equal to eight (8) hours at the rate of seventeen dollars and twenty five cents (\$17.25) per hour plus the annual negotiated wage increases for Scavenger Semi drivers.

On each day worked on Saturdays, Sundays and holidays, drivers shall be guaranteed daily earnings equal to four (4) hours at one and one-half times the rate of seventeen dollars and twenty five cents (\$17.25) per hour plus the annual negotiated wage increases for Scavenger Semi drivers.

ARTICLE VII – WAGES

EFFECTIVE OCTOBER 1, 2003

Section 1. Transfer Trailer Chauffeurs covered under this Addendum shall be paid the following percentage of gross revenue of the vehicle:

CURRENT EMPLOYEES

Less than 1 year employment:	twenty-nine percent (29%)
At least 1 year but less than 2 years of employment:	twenty-nine and one-half percent (29.5%)
At least 2 years but less than 3 years of employment:	thirty percent (30%)
At least 3 years but less than 4 years of employment:	thirty and one-half percent (30.5%)
4 years or more of employment:	thirty-one percent (31%)

EMPLOYEES HIRED AFTER OCTOBER 1, 2003:

Less than 1 year employment:	twenty-eight percent (28%)
At least 1 year but less than 2 years of employment:	twenty-nine percent (29%)
At least 2 years but less than 3 years of employment:	twenty-nine and one-half percent (29.5%)
At least 3 years but less than 4 years of employment:	thirty percent (30%)
At least 4 years but less than 5 years of employment:	thirty and one-half percent (30.5%)
5 years of more of employment:	thirty-one percent (31%)

Any Employee making more than the minimum rates as stated above shall suffer no reduction in wages and will continue to receive the negotiated wage increases.

Section 2. Only the rates of pay set forth in this Addendum shall apply, and the wage progression set forth in the main Scavenger Agreement shall not be effective for persons employed under this Addendum

Section 3. When the Employer or transfer station owner/operator pays an increase or otherwise adjusts the gross revenue that applies to contracted transfer trailer loads, it will notify the Union of the amount of adjustment.

Section 4. Upon complaint of an employee or the Union regarding appropriate pay, the Employer shall make available to the Union upon demand all records requested to verify that drivers are paid in accordance with this Agreement.

ARTICLE VIII – OVERTIME

Section 1. A regular Employee who is called or put to work on Sunday shall be paid a minimum of sixty (\$60.00) dollars for reporting to work on a premium day.

For Saturday, Sunday and Holiday overtime work, the Employer shall post on the bulletin board a notice and sign-up sheet on the morning of the third day prior to the overtime day. Employees who desire the work shall sign the notice in a legible manner.

The Employer shall assign the work to the Employees on the list in order of their seniority. If there are insufficient volunteers, the Employer may assign overtime work in the inverse order of

their seniority. Employees selected for or assigned to work the overtime will be notified by the end of the work day on which the posting occurs. The Employer may cancel the overtime work by noon on the day before the overtime day.

Section 2. Whenever there is a permanent opening at other sites where vehicles are being domiciled, the Company must post a bid sheet for five (5) working days. An Employee in another location, with at least one (1) year of seniority, may apply for the opening by signing the bid sheet during the posting period. Selection from among qualified candidates will be made by the Company giving consideration to the Employee's seniority, prior experience in the duties of the position and qualifications and ability.

A successful applicant may not bid on another permanent opening for a period of twelve (12) months from the date of his transfer into the opening into which he successfully bid.

The above two sections apply to all regular Employees. A regular Employee is one who has successfully completed the probationary period as provided in Article X, Section 2. All other Employees are extra Employees. Such extra Employees during this period shall be covered only by the wage provisions of this Agreement. The EMPLOYER agrees not to offer work to such extra Employees until all regular Employees employed by the EMPLOYER have been offered employment for that day.

ARTICLE IX – HEALTH, WELFARE AND PENSION

The Employer shall comply with all provisions under Article XI of the Private Scavenger Agreement that pertain to Health, Welfare and Pension contributions for Transfer Trailer drivers covered under this Addendum.

ARTICLE X – SENIORITY

Section 1. Seniority, as the term is used herein, means the length of continuous service of any regular Employee from the date of first employment by the EMPLOYER as hereinafter provided.

Section 2. The EMPLOYER shall maintain a Company Seniority list for each classification of Employees at each location covered by this Agreement. Correct copies shall be posted at each EMPLOYER location at intervals of not less than three (3) months. The Local Union shall also be supplied with an accurate copy of said list.

Section 3. Work Assignments. Drivers may select regularly scheduled runs by written request on a standardized form. Drivers who select a regular run must remain on the run for a minimum of twelve (12) months, unless the run is discontinued sooner, before requesting any other run. Where two drivers select the same run, preference will be given to the more senior driver.

The Employer is not prevented from diverting trucks from regular runs due to lack of volume at the facility or because of overload volume at another facility that requires additional trucks.

Section 4. New regular Employees and regular Employees hired after a break in seniority shall be considered probationary Employees with no seniority for a period of ninety (90) days worked or one hundred twenty (120) calendar days, whichever occurs first, after which their seniority shall date back to the first day of their current hiring. The EMPLOYER may, within said ninety (90) days worked or one hundred twenty (120) calendar days, discharge such a probationary Employee for any reason whatsoever, except for membership in or lawful activity on behalf of the UNION.

Section 5. An Employee's seniority shall be lost and terminated and the employment relationship shall be terminated by:

- (a) Discharge for just cause.
- (b) Voluntary quit or resignation.
- (c) No work or layoff for more than nine (9) months.
- (d) Failure to report to work or call in to explain the reason for an Employee's absence for three (3) consecutive workdays shall be considered a voluntary resignation.

Any regular Employee who shall fail to report when called to work or who shall fail to report within five (5) days after the receipt or refusal of a certified letter to return after a layoff, shall be considered as having voluntarily terminated his employment with the EMPLOYER.

Section 6. In the event of a decrease in the number of regular Employees as herein classified employed by the EMPLOYER, the following factor shall govern: if regular Employees are relatively equal in ability, those with less seniority shall be laid off first and shall be called back to work in the reverse order of that in which they were laid off.

ARTICLE XI - BUY-OUTS, MERGERS AND CONSOLIDATIONS

Section 1. In all cases of buy-outs, mergers and consolidations of a business or its operations, including the merger of a wholly-owner subsidiary, the following shall apply.

- (a) Where the acquired business or operations are operated as a separate entity, then the Employees shall be probationary Employees with no seniority for thirty (30) days, after which their seniority shall date back to the Employee's most recent date of hire with the Employer being acquired.
- (b) Where the operations of the bought-out, merged, or consolidated entity are initially or subsequently merged with another entity, then the Employees' accrued seniority shall not be interrupted and shall be dovetailed with the seniority of the Employees with which they are merged.
- (c) The EMPLOYER shall have the right to transfer and consolidate work between its locations, irrespective of whether the location is within the jurisdiction of the same Local Union.

In such situations, the EMPLOYER shall have the right to relocate the Employee with the work that is being transferred, and the Employee's seniority shall be dovetailed with those of the Employees at the location to which he is being relocated.

Section 2. Any Employee covered by this Agreement who accepts a promotion to a salaried position with the EMPLOYER, shall retain all previously accumulated seniority for a period of twelve (12) months.

ARTICLE XII – HOLIDAYS/PERSONAL DAYS

SCHEDULE:

EFFECTIVE DATE

LUMP SUM AMOUNT

Effective October 1, 2003	\$144.00 lump sum payment per holiday/personal day
Effective October 1, 2004	\$151.20 lump sum payment per holiday/personal day
Effective October 1, 2005	\$158.40 lump sum payment per holiday/personal day
Effective October 1, 2006	\$165.60 lump sum payment per holiday/personal day
Effective October 1, 2007	\$173.60 lump sum payment per holiday/personal day

Section 1.(a) Regular Employees shall be required to work on a holiday if notified. If a regular Employee who has completed the probationary period is not worked, he shall be paid the lump sum listed above for the following holidays: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY, regardless of the day of the week on which it falls, provided he complies with the qualifications set forth hereinafter. Holidays which fall on Sunday shall be observed on Monday.

(b) Upon completion of a year's employment, an Employee shall be eligible for one (1) personal day.

(c) Upon completion of three (3) year's employment, an Employee shall be eligible for two (2) personal days.

(d) Upon completion of nine (9) year's employment, an Employee shall be eligible for three (3) personal days.

(e) Upon completion of eighteen (18) year's employment, an Employee shall be eligible for four (4) personal days.

(f) By virtue of this Agreement, no Employee shall suffer reduction or loss of any personal days that he is currently receiving.

Such personal days must be scheduled in advance by mutual agreement with the EMPLOYER, provided, however, an Employee who is absent from work due to illness may choose to use a personal day as a sick day. The Employee shall be paid the lump sum of one hundred and forty-four dollars (\$144.00) plus the annual negotiated wage increases for Scavenger Semi Drivers for

each such personal day not worked. Any personal days scheduled thirty (30) days in advance will not under any circumstances be rescinded, provided such personal days are approved in writing.

Section 2. In order to qualify for holidays not worked, a regular Employee must work the scheduled workday before and the scheduled workday after the holiday, unless excused by the EMPLOYER.

Section 3. New Employees who have not been employed for a period of ninety (90) days before a holiday, shall not be entitled to holiday pay for the holidays not worked.

Section 4. If a holiday falls during a regular Employee's vacation he shall receive an extra day's pay or an extra day's paid vacation, at the EMPLOYER'S option.

ARTICLE XIII – VACATION

SCHEDULE:

EFFECTIVE DATE

WEEKLY AMOUNT

Effective October 1, 2003	\$720.00 per week lump sum payment
Effective October 1, 2004	\$756.00 per week lump sum payment
Effective October 1, 2005	\$792.00 per week lump sum payment
Effective October 1, 2006	\$828.00 per week lump sum payment
Effective October 1, 2007	\$868.00 per week lump sum payment

Section 1. A regular Employee shall receive one (1) week vacation with pay for one (1) year's service; two (2) weeks vacation with pay for three (3) year's service; three (3) weeks vacation with pay for nine (9) year's service; and four (4) weeks vacation with pay for eighteen (18) year's service.

Section 2. Eligibility for vacation shall begin with the date of employment of each individual Employee and each year of eligibility shall start from such date.

Section 3. If a regular Employee is employed less than one (1) year and he quits on his own accord, he shall forfeit his vacation pay.

Section 4. Any regular Employee employed for one (1) or more years, whose employment is terminated for any reason whatsoever, shall receive payment for vacation time earned but not taken.

Section 5. The EMPLOYER shall establish a vacation schedule prior to May 1st of each year; and the regular Employees shall select their vacation periods according to seniority and take them at any time during the year; provided that vacations do not interfere with the orderly operation of the business. If a regular Employee selects to split his vacation, his right of

selection based upon seniority shall apply as to only one portion of the split vacation as designated by him.

Section 6. Vacation pay shall be paid no later than the last regular pay day prior to the start of the Employee's vacation.

ARTICLE XIV – JURY DUTY PAY

Regular Employees required to perform jury service shall be paid the sum of one hundred and twenty-five dollars (\$125.00) per day for time so spent provided they endorse their jury duty paycheck and turn it over to the EMPLOYER as proof they have served on a jury, and the said jury duty paycheck shall belong to the EMPLOYER. A regular Employee shall not be allowed more than two (2) weeks off with pay for jury duty, as described above, in any one year of the Agreement.

ARTICLE XV – BEREAVEMENT PAY

An Employee shall receive two (2) days off of work with pay at his applicable rate to attend funeral services on account of a death in his immediate family, which for the purpose of this section, shall include the father, mother, spouse, children, brother and sister of the Employee, parent in-laws and stepchildren within a current marriage. The Employee shall be paid the lump sum of one hundred and twenty-five dollars (\$125.00) per day. The EMPLOYER may require poof of death and relationship.

ARTICLE XVI – STEWARDS

Section 1. The EMPLOYER recognizes the right of the Executive Board of the UNION to designate job stewards and alternates from the EMPLOYER'S seniority list. The EMPLOYER shall not be required to recognize any steward or alternate unless and until the Executive Board of the UNION notifies the EMPLOYER of the names and date of appointment of such stewards and alternates in writing over the signature of the appropriate official of the UNION. The authority of job stewards and alternates so designated shall be limited to and shall not exceed the following duties and activities:

A. Investigation and presentation of grievances to the EMPLOYER in accordance with the provisions of the collective bargaining agreement at times mutually agreed upon, provided however, that the rights of an individual Employee or group of Employees in this respect under Section 9(a) of the LMRA shall not be infringed.

B. Distribution and collection of check-off authorization forms during working hours, provided such activity does not violate any of the foregoing provisions.

C. Transmittal of messages and information from the UNION or its officers which have been reduced to writing, and are of a routine nature.

Section 2. In carrying out his duties as steward, he shall not interfere with production in any manner whatsoever. In the event the steward's actions result in any work stoppage, or interruption of the EMPLOYER'S business, the Company shall have the right to take disciplinary action, including discharge.

ARTICLE XVII – UNIFORMS AND EQUIPMENT

Section 1. Where the EMPLOYER requires uniforms and gloves or special clothing or equipment to be worn or used, same shall be supplied by the EMPLOYER without charge to the Employee, but the Employee will be required to maintain said uniforms, gloves, clothing or equipment.

Section 2. If the EMPLOYER requires boots to be worn by the Employee, the EMPLOYER will pay up to one hundred dollars (\$100.00) once each year for the purchase of said boots for each Employee with one (1) or more years of seniority. The EMPLOYER may require a receipt as proof of purchase of said boots by the Employee.

ARTICLE XVIII – PHYSICAL EXAMINATIONS

Each Employee of the EMPLOYER shall submit to a physical examination as to health and physical ability at any time designated by the EMPLOYER, said examination to be made by a doctor selected by the EMPLOYER and the expense to be borne by the EMPLOYER. If Employee should be found to be physically unfit to continue his employment, the EMPLOYER reserves the right to dispense with his services, and the EMPLOYER shall notify the Employee and the UNION, in writing, by certified mail. In the event of a conflict between the EMPLOYER'S decision and a determination of the Employee's physician, the UNION may, within fifteen (15) days after receiving written notice of the EMPLOYER'S decision, elect that the Employee be examined by a third doctor to be selected by the parties. The expenses of said examination by said third doctor shall be shared equally by the parties. The EMPLOYER may furnish the third doctor with a description of its physical standards and requirements for the job in question, and a copy of such description shall also be furnished to the UNION. The determination of the third doctor as to whether or not the Employee meets said physical standards and requirements for the job in question shall be final and binding.

Each applicant prior to final selection for employment shall submit to a physical examination as to health and physical ability, and the applicant's examination may include the testing of blood or urine for the presence of alcohol or drugs.

Pre-employment and regular physical examinations required by the EMPLOYER, including those required by the Department of Transportation, shall be paid for by the EMPLOYER.

Physical examinations must comply with the requirements of the Department of Transportation regulations.

ARTICLE XIX – GRIEVANCES

In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, differences or grievances arising between the EMPLOYER and the UNION or the Employees covered by this Agreement as to the meaning, interpretation, and application of the provisions of this Agreement, such differences shall be settled in the following manner, except as herein otherwise provided:

Section 1. An aggrieved Employee shall first take up the grievance with the foreman or superintendent. Any Employee who fails to make his complaint in writing to the EMPLOYER and a copy to the UNION within five (5) working days of the occurrence of the alleged grievance, shall have no recourse under the Grievance Procedure of this Agreement.

Section 2. If the grievance is not adjusted at this level, the UNION may, at its election, submit the grievance within ten (10) days from the EMPLOYER'S written denial of the grievance to a Labor Management Committee composed of two (2) UNION representatives and two (2) EMPLOYER representatives who are signatories to this Agreement. The Labor Management Committee shall meet on the third Thursday of each month at Teamsters Local Union No. 731 offices located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois 60527. The Chicago Area Refuse Haulers Association and the UNION shall, together, create and appoint a permanent Labor Management Committee. Alternates may also be appointed. The Labor Management Committee shall, at its first meeting, formulate rules of procedure to govern the conduct of its proceedings. No EMPLOYER shall sit on a panel of the Labor Management Committee which is hearing or considering a grievance or dispute arising from his own operation. The Labor Management Committee shall hear the grievance and its majority decision shall be final and binding on all parties.

The Employer representatives of the Labor Management Committee shall be selected by The Chicago Area Refuse Haulers Association representing the Employers signatory to this Agreement. There shall be no change in hearing date or continuance unless mutual agreement between the Employer and Union co-chairs. Those members of the Labor-Management Committee who appear at the hearing shall constitute a quorum and a majority vote of those members present shall decide the grievance.

Section 3. If the Labor Management Committee is deadlocked on the disposition of the grievance, then the UNION'S Executive Board or the EMPLOYER may elect to submit the grievance to arbitration by notice in writing to the other party with ten (10) days from the date of their written decision, or the right to arbitration shall be deemed to be abandoned.

In the event a grievance is referred to arbitration, representatives of the EMPLOYER involved and the UNION shall meet to select the arbitrator. If the parties are unable to agree on an arbitrator within seven (7) working days after written notice of the referral to arbitration has been served, then the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy, whose office is in the Chicago Metropolitan Area. The winner of a toss of a coin shall determine who shall strike the

first name and the parties shall strike alternately with each party striking three (3) names, and the person whose name remains shall be the arbitrator.

The Arbitrator will be jointly contacted and asked to hold a hearing at which both parties may present evidence. The arbitrator shall decide only the grievance submitted by applying the express language of this Agreement and shall have no authority to add to, subtract from, modify, or amend this Agreement.

The Arbitrator's duly rendered decision shall be final and binding on the EMPLOYER concerned, the UNION, and the Employees involved. The losing party shall pay the Arbitrator's fees and expenses.

Section 4. An Employee shall not be able to recover payment for an alleged violation of contract which occurred prior to sixty (60) days preceding the date of the filing of a grievance. . Whenever a grievance is sustained at the Labor Management Committee or before an arbitrator, the grievant shall be paid by the employer for lost wages for days the grievant attended the Labor-Management Committee hearing and/or the arbitration hearing.

Section 5. Discharge or Suspension. The EMPLOYER shall not discharge or suspend any Employee without just cause, and will use progressive discipline where possible. In respect to discharge, the EMPLOYER shall give at least two (2) warning notices to the Employee prior to discharge, in writing, with a copy of the same to the UNION. All records of discipline after twelve (12) months may not be used as a basis for further discipline. Discharge must be by proper written notice to the Employee and the UNION. Said written notice shall be served upon the parties by deposit in the United States Mail.

Except as provided in the Substance Abuse Policy, no notice need be given to an Employee before he is discharged for just cause for dishonesty, theft, possession, use of or being under the influence of alcoholic beverages, marijuana, or narcotics while on duty, recklessness resulting in serious accident while on duty, failure to report an accident to the EMPLOYER, or physical assault while on duty or on the EMPLOYER'S premises. Written notice of discharge must be served upon the parties by deposit in the United States Mail.

Section 6. Substance Abuse Policy. The UNION and the EMPLOYER have agreed to adopt the Substance Abuse Policy of Teamsters Local Union No. 731 Private Scavenger Articles of Agreement as an addendum to the contract, for the protection of all parties.

Section 7. The UNION, in the redress of alleged violations by the EMPLOYER of this Agreement, shall be the exclusive representative of the interest of each Employee covered by this Agreement and only the Executive Board of the UNION or their designated representative shall have the right to assert against the EMPLOYER any claim, proceeding or action alleging a violation of this Agreement or claiming a right under this Agreement. No Employee or former Employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis or by reason of any claim that the UNION or any UNION officer or representative of the Executive Board has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to which the UNION or any

UNION officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 8. (a) The UNION or the EMPLOYER may file a grievance in writing by mailing same to the parties involved within sixty (60) days of its occurrence; and if it cannot be resolved between the parties within twenty (20) days, the party filing the grievance, within ten (10) days thereafter, may submit the grievance to a Labor Management Committee composed of members as designated in Section 2 above. The Labor Management Committee shall hear the grievance and its majority decision shall be final and binding on the EMPLOYER, the UNION, and the Employees involved.

(b) If the Labor Management Committee is deadlocked on the disposition of the grievance, any one of the parties involved may submit the grievance to arbitration pursuant to the provisions of Section 3 above.

ARTICLE XX – UNION INSPECTION

Authorized representatives of the UNION shall have access to the EMPLOYER'S establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement which shall include the right to inspect and audit payroll records, United States social security and withholding tax reports, Illinois income tax withholding reports, and United States and Illinois Unemployment Compensation reports, time cards and sheets, for the purpose of investigating whether the provisions of this Agreement are fulfilled and/or as may relate to non-payment or improper payment of wages, vacation pay, check-off of dues, health and welfare or pension contributions.

ARTICLE XXI – TIME RECORD

The EMPLOYER agrees that time clocks or time records shall be provided at the places where trucks are stored. In the absence of time clocks a "Time Record Card" shall be provided by the EMPLOYER on which Employees will enter their starting and quitting time daily. All Employees must punch their own time card or write and initial their own time record. All time spent in the service of the EMPLOYER shall be paid for.

ARTICLE XXII – PROTECTION OF RIGHTS

Section 1. The UNION and the Employees covered by this Agreement agree that they will not authorize, cause, permit or engage in any strike, slowdown or other stoppage of work, sympathy strike, picketing or boycott against the EMPLOYER, except where specifically authorized under the Agreement.

Section 2. It is hereby agreed by the EMPLOYER that it will not lockout Employees during the term of this Agreement.

Section 3. It shall not be a violation of this Agreement, nor cause for discipline or discharge for an Employee to refuse to enter upon the premises of any customer of the EMPLOYER if the

Employees of such customer are engaged in a sanctioned strike; nor will any driver be required to pick up or deliver any goods to any customer on strike where he may feel that his personal safety may be in danger.

ARTICLE XXIII – SUBCONTRACTING

Section 1. For the purpose of preserving work and job opportunities for the Employees herein, the EMPLOYER shall not subcontract any of the work performed by the Employees in this bargaining unit, unless all of the EMPLOYER'S Employees are employed and they are qualified to do the work.

Section 2. Work Parity. In order to protect the wages, benefits, working conditions and job opportunities of workmen employed under this Agreement, it is agreed that if the signatory Contractor subcontracts or transfers any work covered by this Agreement, such subcontract shall provide that the Employees are paid the economic equivalent of the wages, fringe benefits, hours, and working conditions paid to Employees working under this Agreement. Such subcontract also shall require the Subcontractor to furnish proof of compliance herewith upon the UNION'S written request to the Subcontractor. If the UNION determines that the Subcontractor has failed to comply with its observation of standards under the Subcontract, as provided in this Article, the signatory Contractor shall, upon three (3) working days written notice from the UNION, discontinue such subcontract. The violating Subcontractor also shall pay its Employees working under the subcontract the deficiency as damages.

Section 3. Owner-Drivers. Owner-Drivers operating their own vehicle shall be considered as subcontractors as provided in this Article.

Section 4. Work Preservation. There shall be no subcontracting of work covered under this Agreement while any Employee in the bargaining unit is laid off and the EMPLOYER has operative equipment available.

ARTICLE XXIV – SUBMISSION OF WORK RULES

Prior to the introduction and implementation of Company work rules, the EMPLOYER shall submit the work rules to the UNION for prior review.

In the event of any modifications to existing work rules, the EMPLOYER shall notify the UNION prior to the effective date of such changes and the Employees will be likewise advised before they will become effective.

ARTICLE XXV – BULLETIN BOARD ACCESS

The EMPLOYER shall provide space on a Company bulletin board for use of the UNION for posting notices falling within the following categories:

Union meetings;
Union appointments;
Union elections;
Results of Union Elections;
International Union correspondence and required postings.

Notices to be posted shall be signed by a UNION official. Any notices other than those specifically enumerated above shall be submitted to management for approval prior to posting. The bulletin board shall not be used by the UNION or its members for disseminating proposals, political materials, inflammatory materials or materials derogatory to the Company.

ARTICLE XXVI – SAFETY MEETINGS

The EMPLOYER agrees to post a notice of all mandatory safety meetings seventy-two (72) hours in advance of such meetings. All employees shall be compensated for attendance at said meeting at the straight-time hourly rate of eighteen dollars (\$18.00) per hour, plus the annual negotiated wage increases for Scavenger semi drivers.

ARTICLE XXVII – MISCELLANEOUS

Section 1. For the purpose of preserving bargaining unit work it is agreed that an EMPLOYER may require an Employee to sign a covenant not to solicit any of the EMPLOYER'S accounts for a period of one (1) year after the Employee's employment is terminated.

Section 2. The EMPLOYER and the UNION agree that there shall be no discrimination against any Employee because of race, color, creed, national origin, sex, age or disability.

Section 3. (A) An Employee who is injured on the job and who is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the hourly rate of eighteen dollars (\$18.00) per hour, plus the annual negotiated wage increases for Scavenger semi drivers, per hour for the balance of that day.

(B) An Employee who has returned to his regular duties after sustaining a compensable injury at work, who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall be compensated at the straight time hourly rate of eighteen dollars (\$18.00) per hour, plus the annual negotiated wage increases for Scavenger semi drivers per hour for such time.

(C) The EMPLOYER shall provide any Employee injured, transportation at the time of injury from the job to the medical facility and return to the job or to his home, if required.

(D) For a maximum period of six (6) months, if an Employee is entitled to temporary total compensation under the Illinois Workers' Compensation Act, he shall receive holiday pay and/or vacation pay during that period he would be entitled to as though he was working.

Section 4. No Employee shall be responsible for the purchase of City or State license tags or plates. If an Employee is arrested or is issued a summons because of faulty equipment, failure to display tags or licenses, overloading or overweight, he shall not be required to surrender his chauffeur's license in lieu of bond, and if he is thereby required to appear in court on behalf of his EMPLOYER, he shall be reimbursed for his lost time at his regular straight-time hourly rate of pay.

Section 5. Employees will be subject to the provisions of the Department of Transportation Regulations affecting the waste industry.

ARTICLE XXVIII - ECONOMIC LOSS

Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement, and shall be paid the increase in wages herein negotiated.

ARTICLE XXIX - DRIVE

Upon receipt of a written authorization from the employee, the Employer agrees to deduct from the employee's paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's Social Security Number, and the amount deducted from the employee's paycheck. D.R.I.V.E. agrees to indemnify the EMPLOYER and hold it harmless against any and all suits, claims, demands, and other liability for damages, penalties, or back pay that may arise out of, or resulting from the application of the provisions of this Article.

ARTICLE XXX - JURISDICTION

This Agreement shall apply to Employees in the classifications herein set forth in the performance of work involved in the following operations of transporting: recycling, refuse, rubbish, chemical waste, medical waste and hazardous waste; transfer station and transfer trailer operations. This shall include the loading and unloading of the aforementioned materials including the transport of same materials from transfer station to landfills or any other on/off-loading destinations or sites.

ARTICLE XXXI – SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the UNION for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXXII – DURATION AND TERMINATION

This Agreement shall become effective October 1, 2003, and shall continue in full force and effect through September 30, 2008, and shall continue automatically on an annual basis thereafter unless written notice is given by either party sixty (60) days prior to September 30, 2008, or September 30 of any subsequent year, as the case may be. The parties shall arrange negotiations as soon as conveniently possible.

This AGREEMENT is hereby adopted in its entirety on _____, _____

FOR THE EMPLOYER:

Name of Company

By: _____
Signature

Print Full Name

Title

FOR THE UNION:

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS, AUTOMOBILE
SALESROOM GARAGE ATTENDANTS,
LINEN AND LAUNDRY LOCAL UNION
NO. 731, affiliated with the International
Brotherhood of Teamsters

By: _____
President

By: _____
Secretary-Treasurer

CONTACT INFORMATION:

Contact Person

Federal Tax I.D. Number

() _____
Telephone Number

() _____
Facsimile Number